

912-007
Lee Co.

Chancery Causes: Martha Bledsoe Goins vs. Ira P. Robinett
L. C. Parsons vs. Ira P. Robinett &c

Bledsoe, Roberts, Furgeson, Osbourne, Rogers, Fields, Lawson,
Tate, Duncan, Johnson, Goins

1 Plat

CA - Contract Dispute
T - Property

- Deed

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining your orator Martha Bledsoe Goins would respectfully represent and show unto your honor that she is one of the ten children which Joseph Bledsoe had at the time of his death, which occurred several years ago, namely about eighteen years ago. She was then only four years of age being now of the age of twenty-two, and since she has grown up has married one Harrison Goins. Your orator was the daughter of the said Joseph Bledsoe, and the said Joseph Bledsoe had nine other children, namely, Malinda A. Roberts, wife of Jesse Roberts, Mary Bledsoe, Ora Furgeson, the wife of Geo. Furgeson, James Bledsoe, Andrew Bledsoe, Freeling Bledsoe, Mildred Osbourne, Susana Bledsoe, and Margaret Rogers. The said Joseph Bledsoe at the time of his death was the owner of a small tract of land containing seventy-five acres more or less, which he had bought theretofore from Benjamin Martin, which said deed from the said Benjamin Martin is of record in the deed book of Lee County, and a copy of which is herewith filed as part of this bill as exhibit No. "1".

After the death of your complainants father, the said Joseph Bledsoe, one J. M. Tate bought out several of the heirs of the said Joseph Bledsoe, but did not buy the interest of your complainant, she being an infant at that time. The said J. M. Tate then contracted all of the said land without exceptions to Ira P. Robinet and the said Ira P. Robinet failing to pay the purchase money to the said Tate, said Tate brought a suit for the purchase money due upon the land and the land was, as your complainant is informed, put up at public auction and sold, and the said Ira P. Robinett again bid off the land at the price equal to the amount which he owed Tate, and the costs of the suit and commissions of sale.

Your orator further alleges that the said Ira P. Robinett has had possession of the said tract of land for more than five years and that he has been receiving rents and profits of all of the said

tract for that time, and your complainant is advised that she is entitled to one-tenth of the rental value of the said land for as much as five years therefor.

Your orator having never parted with her interest in the said tract of land, she is advised that she has a right to maintain this suit for the purpose of having laif off to her such interest as she is entitled to therein, and have the same assigned to her by commissioners appointed.

The prayer therefore of your complainant is that the said Ira P. Robinet be made party defendant to this bill of complaint, and be required to answer the same, but not under oath, answer under oath being expressly waived; that Commissioners be appointed to partition the said land as aforesaid and lay off to your oratrice such amount of the said land as she is entitled to, being one-tenth in value of the whole tract of land, and also to one-tenth of the rents and profits of ~~xxx~~ the whole tract for five years next preceeding the institution of this suit. And she prays that Commissioners be appointed and directed to assign to her the said one-tenth interest therein, and that a commissioner be appointed to ascertain the rental value of the said tract of land for the next five years. And may all other further and general relief be granted your orator that the nature of her cause and good conscience requires. And she will ever pray &c.

Emmeline Bros p. q.

Wm. H. Louis

vs. $\frac{1}{2}$ Price

Dr. P. Bennett

1908 1st Nov. Rules

Bill filed, Sp. ex-
cutid + D. N.

1908 2nd Nov. Rules

D. N. confirmed +
cause set-forthcoming

~~Dfts. Cost~~

Ewing, clerk \$ 2.58

Edds " 1.67

Atty. 15.00

Shff. 1.00

Tax 1.50

\$21.75-

~~Dfts. Cost~~

~~Shff. 4.50~~

~~Shff. 5.00~~

~~\$9.50~~

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia'

Humbly complaining your petitioner I.) C. Parsons, would respectfully represent and show unto your honor as follows: that heretofore he purchased from Martha B. Goins her undivided interest in a tract of land formerly owned by Joseph Bledsoe and which descended from said Joseph Bledsoe to the said Martha B. Goins and her brothers and sisters, being a 1/10 undivided interest in the said tract of land, and being the same tract of land which the said Joseph Bledsoe bought in his life time from one Benjamin Martin.

Your petitioner alleges that he purchased the undivided interest in the said tract of land from the said Martha B. Goins and her husband Harrison Goins, in the month of July, 1908, agreeing to pay to the said Martha Goins the sum of \$15.00 and to bear all expense of a suit necessary to recover ^{and have partitioned} her interest in the said property which had, while she was an infant, been conveyed by J. M. Tate to one Ira P. Robinett.

And your petitioner alleges that in pursuance of said contract with the said Martha B. Goins and her husband, he paid to the said Martha B. Goins the sum of \$2.50 in cash and the remainder of said sum of money was to be paid as soon as the said Martha B. Goins and her husband should make to the said Ira C. Parsons a deed for said tract of land. And in pursuance to the said contract and agreement between the said Martha B. Goins, your petitioner employed counsel to bring a suit for the purpose of recovering the said undivided interest in the name of the said Martha B. Goins according to the said agreement as aforesaid and undertook and promised to pay to Pennington Bros. Attorneys, the sum of \$25.00 as fee for said purpose, on which undertaking your petitioner has paid the sum of \$5.00 and has executed his note to the said Attorneys for the balance of said sum of money.

After ~~your~~ petitioner had purchased the said tract of land, one

Ira P. Robinett in order to cheat and defraud your petitioner out of the said land, procured Lou Robinett, sometimes known as Lou Fields, now Lou Lawson, to apply to the said Martha B. Goins and her husband to purchase the said tract of land and procured the said Lou Lawson to represent, and the said Lou Lawson did represent to the said Martha B. Goins and her said husband that the said Ira P. Robinett and the said Lou Lawdon had agreed with your petitioner to abandon their trade with the said Martha B. Goins and allow the said Robinett to have the said tract of land, which said representation on part of the said Robinett and Lou Lawson was false and made for the purpose of deceiving the said Martha B. Goins and her husband, and of defrauding your petitioner out of the said tract of land, and upon ^{said} certain representations so falsely and fraudulently made the said Harrison Goins and Martha B. Goins his wife, by deed dated the 11th day of December, 1908, conveyed the said interest in said tract of land to the said Lou Robinett, now Lawson, in consideration of the sum of \$25.00, a copy of which said deed is herewith filed as part of this petition marked as exhibit No. 1.

Your petitioner charges that the said Ira P. Robinett and Lou Robinett, now Lawson, had full notice of the rights of your petitioner in and to the said undivided interest in the said land.

Your petitioner would further represent and show unto your honor at that the First November Rules, 1908, he had instituted a suit in the name of Martha B. Goins to recover said undivided interest in said land and has undertaken and guaranteed the payment of all costs in respect to bringing the suit, and as aforesaid, has incurred other expenses including attorneys fees for the purpose of recovering said land, *and is now able willing and anxious to perform his said contract & pay all said expenses of money.*

The object therefore of this petition is to have the said deed of the said Harrison Goins and Martha Goins set aside and the contract which your orator made with the said Martha Goins and Harrison Goins as aforesaid specifically executed, and if this cannot be done that the said land be charged with the amount of expenses which your peti-

tioner has paid out and agreed to pay out and declared a lien against the same, together with reasonable damages for the failure to comply with the contract and expenses which your petitioner has been out in looking after the said sum.

Your petitioner alleges that he cannot be compensated in damages *that the said Martha B. Goins is insolvent who is property* and that the said contract betw en him and the said Martha B. Goins ~~is~~ should be specifically executed.

The prayer therefore of your petitioner is that Ira P. Robinett, Lou Lwson, Harrison Goins, and Marth B. Goins be made parties defend- and to this petition, that your petitioner be allowed to file ~~your~~ this petition in the Chancery cause of Martha B. Goins against Ira P. Robinett, and that the same be treated as part thereof, and that he be made a party thereto, and that the rights of all parties be set- tled therein, that the said deed of the said Goins and wife to the said Lou Lawson be annulled and set aside, that a Commissioner be ap- pointed to make a deed to said undivided interest to your petitioner; that Commissioners be appointed to lay off to your petitioner one- tenth of said tract of land in question and that the same be laid off so as to adjoin other lands which your petitioner owns adjoining the said tract of land; that the said defendants to this petition be re- quired to pay their pro rata parte of the costs of this suit as a partition suit, And may all other further and general relief be granted your petitioner that the nature of his cause and good con- science requires, and he will ever pray &c.

Remington Bass p.q.

July the 27 1908

we sell to J. B. Parsons a certain
tract of land lying on the
south side of Newman ridge
nowing as the Joseph O. Leddet
land J. B. Parsons is to pay \$15.00
and all expenses we give it up
to him to make out of it what
he can

Jt. Jt. Garrison
Martha Garrison

or Petitioners
 Pffs. Cost Recd.

Ewing	\$10.74
Edds	6.82
Comrs.	27.00
Writs	4.50
Shff.	8.50
H.C.	6.50
	<hr/> \$59.06

Dft's Cost

Shff.	\$0.50
J.P.	4.50
	<hr/> \$5.00

Martha B. Loring

vs { Petition
 of
 J.C. Parsons

Ira P. Robinson

Filed Aug. 6th, 1909.

H.C. Ewing,
 Clerk.

1909 2nd July Rules

Spa executed as to
 Low Lawe & D.N.
 as to her

" 1st August Rules

D.N. confirmed as to
 Low Lawe & D.N.

" 2nd Aug Rules

Spa executed as to
 Harrison & Martha B.
 Loring & D.N. as to
 them

1st Sept Rules D.N.
 confirmed and set for
 hearing as to all the de-
 fundants.

To the Honorable H. A. W. Skeen, Judge of the Circuit Court for Lee County, Virginia.

The demurrer and answer of Ira P. Robinett to a bill filed in your Honorable Court by Martha B. Goins for demurrer thereto, says that said bill is not sufficient in law, in this that it is an effort brought to try title to a piece of land by chancery, when the bill shows on its face, that the defendant is in the adverse, open, notorious and peaceable possession of said land, and has been for more than five years before the bringing of the suit, and therefore, said bill cannot be maintained to try title, but not waiving said demurrer, but relying and insisting thereon, should any other or further answer be deemed necessary, answering he says that it is not true that Martha B. Goins is a child and heir at law of Joseph Bledsee and he denies as true that the said Joseph Bledsee at the time of his death was the owner of the said tract of land, containing Sixty Five Acres more or less.

Your respondent admits as true that J. M. Tate bought the said tract of land, but he denies that the said Tate did not have good title to the whole of said tract. Your respondent admits that he bought said land from the said J. M. Tate in his life-time, and that Tate made and executed to him a general warranty deed to the whole of said tract of land, more than Fifteen years ago, that since that time he has been in the open, notorious, adverse and peaceable possession of said tract of land, without any claim being set up by any other person, whatever.

Your respondent denies that said Martha B. Goins has any interest in the said tract of land, or that she is entitled to any rents and profits of the rental

value of said land, and your respondent alleges that in any event, she is barred from setting up any claim to said land, on account of not having brought her suit within the legal time after coming of age, and the said statute of limitations is herein~~invoked~~ invoked against said claim.

further

Your respondent denies that the plaintiff has any right to maintain chancery suit for the purpose of trying title, unless she was in possession of said land, and denies *that she has* ~~to have~~ any right to have Commissioners appointed to lay off and assign to her any interest in said land, and having answered said bill as full as he is advised that it is necessary for him to answer, he prays hence to be dismissed with his reasonable costs in his behalf expended, and he will ever pray
&c.

M. Y. Eely

P. D.

Ira-P. Robinson
~~Ans~~ Answer -

Martha B. Loins

Filed Dec 11, 1908.

H.C.P. Ewing,
Clerk.

To the Honorable H.A.W. Skeen Judge of the Circuit Court of
Lee County Virginia:

The joint and sepearte demurer and answer of Ira P. Robinett
Lou Lawson and Martha B Goins to a petition filed in the Chancery cause
of of Martha B. Goins against Ira Robinett and others pending in the
Circuit Court of Lee County Va, for Demurer says that said petition is
not suffioient in law; Because said petition does not state a case that
shows that petitioner is entiled to have specific performance of
his parol contract, as he never did have possession of the land, did
not make any permanent and valuable improvements, and did not pay the
whole purchase money, none of the facts necessary to entitle one to relief
in equity, and for other resons apparent on the face of the petition.

But should other ~~and~~ further answer be necessary, answering Martha
B. Goins says that it is not ~~true~~ that she sold the land in the peti
tioned described to the said Ira Parsons, neither did she contract it
to him, and the employment of counsel by him to bring partition suit
was all voluntary on his part and with out her knowledge and consent.

Your respondent Martha Goins admits as true that she sold and
conveyed said land to Lou Lawson, and has no further interest in the
same, but denies that Lou Lawson or any one else made any false or
fraudulent representations to her to procure said deed, she made said
deed freely because she thought she had a right to sell it, and did sell
it and receive the pay. Your respondent Ira Robinett denies that he
procured Lou Lawson to make any representations to Martha B. Goins as
alleged in the petition, he denies any purpose to deceive or to defraud
Martha B. Goins or any one else, and all of said allegations are false.

Your respondents ~~Martha B. Goins~~ Lou Lawson and Ira Robinett deny
that they had any notice of any rights of the said Ira Parsons, other
than the suit in Court of Martha Goins against them which ~~was~~ in her
own name, and she claimed that she had not sold or even contracted to sell
to said Parsons and your respondent Lou Lawson thought she had a right
to purchase said land and did.

Your respondents deny the right of the petitioner to have the
deed made by Martha Goins to Lou Lawson set aside, and specific perfor
mance of the parol contract, and also the right to have his champerty
declared a lien on said land.

Your respodents now deny every allegation in said petition not
heretofore denied or admitted and calls for strict proof of the same.

And now having answered said petition as fully as they are advised that it is necessary for them to answer they pray to be dismissed with their reasonable costs in this behalf expended and they will ever pray &c.

M. G. Ealy

P.D.

Ira Robinson told -
ads. { { answer of Low
{ Lawson, North Carolina
{ Ed. Robinson -

Ira Robinson

Jan the 2 1909

I have sold my land
to law robertt made her
clear deede all bright
title and 1 @ damms
ded the 11 1908
have son gaining
~~clear~~ Martho gaining
~~the~~ to law robertt

August the 20th 1909

This is to show that we
Martha Goins and Harrison
Goins have sold all the interest
that we ever have claimed in
the Real estate of Joseph Bledsoe
deceased, to Lou Lawson, once the
widow of Landon Robinett Deed,
she has paid us in full for the
land sold her, and we do not
claim any further interest in
no way

Given under our hands
and seals this ~~eight~~ 20th 1909

Martha ^{her} Goins seal
H H Goins (Seal)

Martha B. GoinsComplainant

Vs.

Ira P. Robinett.....Defendant

and

Ira C. Parsons.....Complainant

Vs.

Ira P. Robinett and others.....Defendants.

These causes came on this day to be heard upon the papers formerly read therein and the report of Special Commissioners C.S. Cox and others filed herein showing partition of the land directed to be partitioned under decree rendered September 6th, 1911, and subsequent decrees, and was argued by counsel.

On consideration of all which and it appearing to the court that the said partition of said land is not objected to, the same is hereby approved and confirmed, and Ira C. Parsons, plaintiff in this cause will take and hold lot No. 1 laid off and assigned to the said Ira C. Parsons, and the said Ira P. Robinett will take and hold lot No. 2 laid off and assigned to the said Robinett. The clerk of this court will record the said plat and partition and the decree authorizing said partition and this decree confirming the same in the deed book of this County and charge the cost of the said recordation to the general cost of this suit, and for the cost as the same has heretofore been adjudged by decree dated September 16th, 1911, the Clerk of this Court will issue execution upon the demand of the plaintiff's attorney herein. And this cause is stricken from the docket.

J. C. Parnes +
 Martha B. Gomis

to { Deane
 { Jure

J. R. Parnes

Entered in @ 010
 No. 9 page 397

Execs this

Dec 5-1912

H. C. W. Stone

Recorded in Deed
 Book 52, page 486

Examined Jan. 17, 1913
 Indexed

Martha B. Coins.....Plaintiff.

Vs.

Ira P. Robinett.....Defendant

and

I.C.Parson.....Plaintiff

Vs.

Ira P. Robinett and others.....Defendants.

These causes came on this day to be heard upon the papers formerly read therein and the decree of this court entered on the 6th day of September, 1911, appointing J.F.Sword, Anderson Moore, and D.E. Hickam, as Commissioners to partition the lands in question in this suit, and it appearing to the court that the said Commissioners have not acted, it is therefore adjudged, ordered and decreed that the said J.F.Sword, Anderson Moore, and D.E.Hickam be and the same are hereby relieved from the duties required of them under the said decree, and C.S.Cox, J.L.Harris. John Hines, C.P.Horton, and Palmer J. Newberry, any three of whom may act, are hereby appointed in lieu instead of said Commissioner appointed in the decree of September 6th, 1911, who will proceed to carry out the duties required of said Commissioners appointed under said decree of February 6th, 1911, and report their action to the next term of this court. And this cause is continued.

Marta Green

20 { Decem

San P. Robinson

Entered in 1913
No. 9, page 279

Entered this

Feb, 22-1912

Has been

Recorded in the
Book 52, page 484 to

Examined Jan. 17-1913

Indexed

Martha B. Goins.....Plaintiff.

Vs. In Chancery.

Ira P. Robinett.....Defendant.

and

I. C. Parsons.....Plaintiff

Vs.

Ira P. Robinett, Lou Lawson, Harrison Goins and Martha B. Goins..Defts.

These causes came on this day to be heard upon the bill and petition in each of the above styled causes, exhibits filed therewith, the answers of Ira P. Robinett, Lou Lawson and Martha B. Goins, and exhibits filed therewith, and general replication, the depositions of witnesses for plaintiff and defendant, and was argued by counsel.

On consideration of all which the court is of opinion that the petitioner, Ira C. Parsons is entitled to the relief prayed for in his petition, that the deed of Harrison Goins and Martha B. Goins dated December 11, 1908, to Lou Robinett, should be set aside and declared for nought, and that a partition of the land in the bill and proceedings mentioned should be made and one-tenth of the land in question laid off and assigned to the said I. C. Parsons; that the said Harrison Goins and Martha B. Goins shall make to the said Ira C. Parsons a deed with covenants of special warranty, pursuant to their contract as proved in this cause on payment of the balance of the purchase money of \$12.50, with interest thereon from the 27th day of July, 1908; that on the failure of the said Martha B. Goins and Harrison Goins to execute the said deed and tender the same for delivery on payment of the said sum of money, that a commissioner should be appointed to execute the same for the said Martha B. Goins and Harrison Goins if the same shall not be made within thirty days from this order. It is therefore adjudged, ordered and decreed that the said deed of Harrison Goins and Martha B. Goins dated December 11, 1908, to Lou Robinett, recorded in the Clerk's Office in the County of Lee, be and the same is hereby vacated, annulled, set aside and declared for nought,

and that the said Harrison Goins and Martha Goins execute and tender for delivery on payment of the said balance of said purchase money with interest as aforesaid, a deed of conveyance, conveying to the said Ira C. Parsons, with covenants of special warrant, all her undivided interest in the tract of land known as the Joseph Bledsoe land that she acquired as heir at law of Joseph Bledsoe, being a one-tenth undivided interest therein, and it is further adjudged, ordered and decreed that unless the said Harrison Goins and Martha Goins shall execute the said deed and tender the same for delivery on payment of the said purchase money within thirty days from this date, then Robt. L. Pennington, who is hereby appointed a Special Commissioner for the purpose, will execute said deed for and on behalf of the said Martha B. Goins and Harrison Goins as they should execute it under their contract and deliver the same to the said Parsons on payment of the said unpaid purchase money, and hold said purchase money subject to the order of this court. It is further adjudged, ordered and decreed that J. F. Sword, Anderson Moore and D. E. Hickam, who are hereby appointed as Special Commissioner for the purpose, will, after having given to the parties hereto and their attorneys five days notice of the time of making the partition hereinbefore provided for, shall go upon the lands in the bill and proceedings mentioned known as the Joseph Bledsoe tract of land, and lay off and assign to the said Ira P. Robinett or his assignee nine-tenths in value of the tract of land in question, and that they assign to the said Ira C. Parsons one-tenth in value of the said tract of land, laying off to the said Ira C. Parsons his share therein adjoining or next to the said Parsons other land, provided the same can be done without prejudice to the interest of the said Ira. P. Robinett. It is further adjudged, ordered and decreed that the said plaintiff, Ira C. Parsons recover of the defendants to his petition, all those costs incident to the trial of the question of his right to the specific execution of the contract between him and Martha B. Goins, but in taxing the said costs

the Clerk will not tax a special attorneys fee on said petition. And it is further adjudged, ordered and decreed that the general cost of the suit of partition shall be paid as follows, one-tenth thereof shall be borne by the said Ira C. Parsons, and nine-tenths by the said Ira P. Robinett, and the said plaintiff, Ira C. Parsons will recover of the said Ira P. Robinett nine-tenths of the said general costs, for which execution may issue after said Commissioners have made their report and the same has been confirmed by future decree of this court. In taxing the general costs of this suit the Clerk is hereby directed to tax such costs as are incident to a suit for partition. And this cause is continued.

Martha B. Gorius

no { decree for
{ Post-Tinct

Ira S. Robinson & Co

Entered in C. & B.
No 9, page 203 & 2

Entered this
Sept 6 - 1911

Hawson

Recorded in Deed
Book 52, page 483 & 2
Examined Jan. 17, 1913

Indexed

Virginia,

At a Circuit Court continued and held for Lee County, at the Courthouse thereof, on Wednesday, the 6th day of September, 1911.

Martha B. Goins, Plaintiff

Vs. In Chancery

Ira P. Robinett, Defendant.

and

I. C. Parsons, Plaintiff

vs.

Ira P. Robinett, Lou Lawson, Harrison

Goins and Martha B. Goins, Defendants.

These causes came on this day to be heard upon the bill and petition, in each of the above styled causes, ^{exhibits} filed therein, the answers of Ira P. Robinett, Lou Lawson and Martha B. Goins, and exhibits filed therewith, general replication, the depositions of witnesses for plaintiff and defendant, and was argued by counsel.

On consideration of all which the court is of opinion that the petitioner, Ira C. Parsons is entitled to the relief prayed for in his petition, that the deed of Harrison Goins and Martha B. Goins dated December, 11, 1908, to Lou Robinett, should be set aside and declared for nought, and that a partition of the land in the bill and proceedings mentioned should be made and one-tenth of the land in question laid off and assigned to the said I. C. Parsons; that the said Harrison Goins and Martha B. Goins shall make to the said Ira C. Parsons a deed with covenants of Special warranty, pursuant to their contract as proved in this cause on payment of the balance of the purchase money of \$12.50, with interest thereon from the 27th day of July, 1908; that on the failure of the said Martha B. Goins and Harrison Goins to execute the said deed and tender the same for delivery on payment of the said sum of money, that a commissioner should be appointed to execute the same for the said Martha B. Goins and Harrison Goins if the same shall not be made within thirty days from this order. It is therefore adjudged, ordered and decreed that the said deed of Harrison Goins and Martha B. Goins dated December 11, 1908, to Lou Robinett, recorded in the clerk's office of the County of Lee, be and the same is hereby vacated, annulled, set aside and declared for nought,

and that said Harrison Goins and Martha Goins execute and tender for delivery on payment of the said balance of said purchase money with interest as aforesaid, a deed of conveyance, conveying to the said Ira C. Parsons, with covenants of special warranty, all her undivided interest in the tract of land known as the Joseph Bledsoe land that she acquired as heir at law of Joseph Bledsoe, being a one-tenth undivided interest therein, and it is further adjudged, ordered and decreed that unless the said Harrison Goins and Martha Goins shall execute the said deed and tender the same for delivery on payment of the said purchase money within thirty days from this date, then Robt. L. Pennington, who is hereby appointed a Special Commissioner for the purpose, will execute said deed for and on behalf of the said Martha B. Goins and Harrison Goins as they should execute it under their contract and deliver the same to the said Parsons on payment of the said unpaid purchase money, and hold said purchase money subject to the order of the court. It is further adjudged, ordered and decreed that J. F. Sword, Andrew Anderson Moore and D. E. Hickam, who are hereby appointed as special commissioners for the purpose, will after having given, to the parties hereto or their attorney five days notice of the time of making the partition hereinbefore provided for shall go upon the lands in the bill and proceedings mentioned known as the Joseph Bledsoe tract of land, and lay off and assign to the said Ira P. Robinett or his assignee ^{five} ~~one~~ tenth in value of the tract of land in question, and that they assign to the said Ira C. Parsons one-tenth in value of the said tract of land laying off to the said Ira C. Parsons his share therein adjoining or next to the said Parsons' other land, provided the same can be done without prejudice to the interest of the said Ira P. Robinett. It is further adjudged, ordered and decreed that the said plaintiff, Ira ~~RxxRobinett~~ ^{his} C. Parsons recover of the defendants to ^{his} petition, all those costs incident to the trial of the question of his rights to the specific execution of the contract between him and Martha B. Goins but in taxing the said costs the clerk will not tax a special attorney's fee on said petition. And it is further adjudged, ordered and decreed that the general costs of the ^{Suit of partition shall be} Ira C. Parsons and nine-tenths by paid as follows, one-tenth thereof shall be borne by the said A

Ira P. Robinett, and the said plaintiff Ira C. Parsons will recover of the said Ira P. Robinett nine-tenths of the said general costs, for which execution may issue after said Commissioners have made their report and the same has been confirmed by future decree of this Court. In taxing the general costs of this suit the Clerk is hereby directed to tax such costs as ~~xxx~~ are incident to a suit for partition, and this cause is continued.

a copy,

Teste: H. C. I. Ewing,
Clerk.

RECEIVED BY THE
CLERK OF THE COURT
JAN 12 1880

Martha B. Goin, Off
vs,

Ira P. Robinett, Deft
and

J. C. Parsons, Plff.
vs.

Ira P. Robinett, as deft

Copy for

Sheriff's Return

Executed By Dealing
a True copy to

D. E. Hickman anderson
Moore & F. Samuel
about October 12 - 1811

W. E. G. Jones res
for Wm Tucker 1812

Martha B. Gains

Employment

vs. In Chancery

Ira P. Robinson et al. Defendants.

and

J. C. Parsons

Petitioner

vs. On Petition

Ira P. Robinson et al. Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the said petition of the said J. C. Parsons filed therein at rules and the answers of the defendants to said petition and joined therein, and was argued by counsel.

On consideration of cases which the said answers of the said defendants to said petition is hereby overruled, and by consent of counsel the defendants unto one given to record former Rules 1410 to file their answers and this cause is vacated.

Wm B. Gair
vs. Deane
Ira P. Roberts

Entered in LOR
No 8, page 583

Gair vs
Dec 16 - 1909 -
H. A. W. S. L.

Martha B. Goins.....Plaintiff.

Vs.

Decree.

Ira P. RobinetDefendant.

This cause came on this day to be heard upon the bill of the complainant and exhibits filed therein, the demurrer of the defendant and joinder therein and the answer of the said defendant and general replication thereto, and was argued by counsel.

On consideration of all which and the court having considered said demurrer of said defendant, and being satisfied that the same is not well taken, doth hereby over-rule said demurrer, the parties hereto desiring time to take proof of the issue in this cause, the same is continued until the next term of this court.

Wm B Goss

vs $\frac{2}{3}$ Decm

Dr Robt

Entered in C.O.B.
#8, page 426 re.

Enter this
Dec 15, 1908
Hawkins

The depositions of Ira C. Parsons and others, taken before me E. D. McPherson, a Notary Public for Lee County, Virginia, at C. J. Robinette's Store Blacksburg, Va. on July 29, 1916, in agreement of the parties by their counsel, to be used as evidence in behalf of Morcha Goins in a certain suit in Chancery pending in the Circuit Court of Lee County, wherein Morcha Goins is Plaintiff and Ira P. Robinette^{et al} is defendant, and in behalf of Ira C. Parsons, petitioner in the above styled Cause, wherein Ira C. Parsons is plaintiff by petition and Ira P. Robinette, Morcha Goins, Lou Lawson et al are defendants.

Present L. M. Robinette p. p. and
Ira P. Robinette

Ira C. Parsons, a witness of lawful age being duly sworn deposes and says

2. State your age, occupation, and place of residence.

Ans. Seventy years. Farmer Lee County Virginia.

2. State whether or not you are acquainted with Ira P. Robinette, Morcha Goins, and the other parties to this suit.

Ans. I am.

Q. State whether or not Martha Gouss is a daughter of Joseph Bledsae deceased.

Ans. To ^{the} best of ^{my} knowledge she is.

Q. Was Joseph Bledsae possessed of a certain tract of land on Hickory Hill at the time of his death containing seventy five acres more or less.

Ans.

Object to it not being the best evidence I have been so informed.

Q. State whether or ^{not} Martha Gouss was an infant at the time of her father's death.

Ans. She was.

Q. State whether or not that you bought the interest of Martha Gouss in the land formerly owned by her father Joseph Bledsae deceased. and if so when and what amount was paid for the land or agreed to be paid.

Ans, I bought the land of Martha Goins and Harrison her husband July 27th 1908. I agreed to ^{pay} them fifteen dollars, two dollars and fifty cents of which I paid down.

Q What evidence if any did you receive from her of this transaction.

Ans.

A written contract signed by Martha Goins and Harrison Goins. dated July 27th 1908.

Q State whether or not you ever informed Ira P. Robinette of your purchase of this land from Martha Goins.

Ans

I did.

Q State briefly a conversation that took place at this time between you and Ira P. Robinette concerning the purchase of this land.

Ans.

After I had bought this land I went up to see Mr. Robinette about the land I told him I had bought the land I told him I would let him have

the land if he wanted it he said to me I am old I am broke down, as much as I can do is to take care of myself without taken care of others, I said then if you dont want it I do, he said if she has got anything there she (Martha Goins) ought to have it. He said I will be down to see about it one day next week, Mr. Robinette

Q State whether or not that you had any further conversation with Ira P. Robinette in regard to this matter.

Ans I did. He came to Mrs. Field's and her boys came after me they said Grand pa had come down and sent for me I went and Mr. Robinette was there he tells me that since he come there he learned that Martha Goins had nothing there, he says though I hairent time to do anything now he says I will come down in a few days I will send you a card in a few days before I come that you may be at home

Q State what evidence you have if any that Ira P. Robinette was interested in, or knew of the purchase of the land from Martha Goins, ^{by Ira Robinette} and decided to sell Robinette.

continued to Page 5.

Ans. I saw a check of fifteen dollars from Ira P. Robinette to Martha Goins. I also ^{saw} a note of ten dollars payable to Martha Goins or Harrison Goins (I am not sure which) signed by Ira P. Robinette in that note it specified that when the suit was withdrawn the ten dollars would be paid.

Q. State whether or not you informed Lou Lawson of the purchase of the land from Martha Goins by you

Ans. I did

Q. Who was with you at the time?

Ans. A. J. Roberts and William Parsons

Q. State briefly the conversation which took place between you and Lou Lawson at that particular time.

Ans.

Lou Lawson sent after me I went over there I ask her what she would have she tells me Mr. Robinette said he was sick and for me to draw that suit and come up and he would do me right and more than what was right I tells her I could not do that I could only have it continued, then we could settle this thing if we wanted to.

Ans The written Contract was some time after that

Question 7 Who wrote the instrument

Ans My son William Parsons,

Question 8 Did the parties ever put you in possession of said land

Ans. No more only written Contract

Question 9 Have you ever made any improvement on said land

Ans. None at all,

Question 10 If you had bought the land why did you not bring the suit for Partition in your own name, instead of Martha Goins.

Ans, It was an agreement between me and them.

Question 11 The time that I agreed to meet you at Lou Parsons, was it or not in regard to running a line between the Blasse land and your land

Ans, It was not,

Question How do you know that H. H. Goins is insolvent

Ans I have his word,

Question 12 Do you not know that he has 2 young mules & other property

Ans. He had not at that time. He had contracted for two mules to be his provided he paid for them that fall this

Mr. Goins's statement to me,

continued to Page 9

Q. State some of the expenses you have incurred

Ans.

Lawyer fee twenty five dollars and other expenses and damages including City fee to the amount of one hundred dollars,

Cross Examination

Question 1 Did you pay them at the time you claim to have bought the land anything down at that time.

Ans Yes sir.

Question 2 What was you to pay them in

Ans In money

Question 3 What was the payment made in that you made them

Ans In money

Question 4 Did you or not try to get them to take pay in store goods

Ans I did not,

Question 5 Did they or not propose to pay you back what you had paid them

Ans Objection. Question irrelevant.

He did.

Question 6 Was this written contract that you show here wrote at the time that you contracted for the land

Depositions of Isa C. Parsons Con.

I didnt want anything more than was right she then asked me what I give for the land I told her what I give, she remarked and said to me why didnt you come to me instead of going to Mr. Robinette I remarked I had nothing to do with her in the matter

Q. State whether or not the above conversation took place before or after Lou Lawson was alleged to have bought the land in question from Morcha Louis.

Ans

It was before she bought it.

Q. State whether or not you could be compensated in damages in a suit against Morcha Louis for breach of contract.

Ans

I could not

Q. Upon what do you base your statement.

Ans, They are insolvent.

Q. State whether or not you have incurred other expenses in this suit beside the payment to Morcha Louis,

Ans

I have.

Examination of Mr Parsons
 Q. Did Martha Goins acknowledge to you the written contract signed by her and dated July 27, 1908, to be her contract?

Ans. She did.

Q. What kind of interest did Martha Goins have in the land in question?

Ans. She had an undivided interest, of one tenth of the whole estate.

Q. Was it possible for you to make improvements upon the land, until your petition was granted, and the share laid off?

Ans. It was not possible.

Q. What was your understanding as to the reason of Mr Robbette's visit to Lou. Lawson's when at the time he sent for you?

Ans. I thought by his conversation that he was coming to lay off the interest of Martha Goins purchased by me.

And more than that, it is important to say that not.

Re Cross Examined

Question / Where was H. H. Goins - Martha at the time this instrument of writing between you and them was executed.

Objection. Question not brought out on re-examination.

Ans They was at home.

And more than this the Dependent sayeth not.
J. L. Favors

Martha D. Goins
vs. Expositions
Ira P. Robinson et al.

Filed Aug. 9, 1910.

S. B. C. Cawing,
Clerk.

J. C. Parsons & others.

Page no. 1.

Depositions Cor.

L. B. Duncan's Deposition

L. B. Duncan witness of lawful age.

Q. State your age, occupation and place of residence.

Ans. 68 years, Farmer, Lee County Virginia.

Q. State whether or not you were acquainted with the late Joseph Blodson, decd.
Ans. I was.

Q. State whether or not he was ever in possession of a certain tract of land on Cuckoo Hill containing 75 acres more or less.

Ans. I do.

Q. State how long to your knowledge and belief, Joseph Blodson was in possession of the above mentioned land.

Ans. Five years or longer.

Q. State whether or not Joseph Blodson was in possession of the ^{above mentioned} land at the time of his death.

Ans. He was.

Q. State whether or not you ever rented any of this land from Joseph Blodson.

Ans. I have.

Q. State at what time during Joseph Bledsoe's lifetime you rented a part of the afore mentioned land.

Ans. The year that Joseph Bledsoe died.

Q. To whom did you pay the rents accrued?

H Ans. To Joseph Bledsoe's widow.

Q. Do you know Morcha Gains?

Ans. I do.

Q. Is she the reputed daughter of Joseph Bledsoe, deceased?

Ans. She is.

Q. Do you know who has had possession of the afore mentioned land for a period of five years previous to the bringing of this suit?

Ans. Landers Robertette and his widow.

And the Deponent sayeth no more,

J B Dye an

wit attendance 1 day 50 ¢

J. C. Parsons & others

Margaret Johnson's
Deposition

Mrs. Margaret Johnson a witness of lawful age being duly sworn deposes and says,

Q. State your age, occupation and place of residence.

Ans. 62 years, wife of a Farmer Lee County Virginia.

Q. Were you acquainted with the late Joseph Blodsoe, decd.?

Ans. I was.

Q. State whether or not you were the lawful wife of the late Joseph Blodsoe, decd.

Ans. I was.

Q. Are you acquainted with Martha Gains, wife of Harrison Gains?

Ans. I am.

Q. State whether or not Martha Gains is the daughter of Joseph Blodsoe and yourself.

Ans. She is.

Q. What age was Martha Gains at the time of Joseph Blodsoe's death?

Ans. She was under five years old.

I think she was four years old.

Q. State Martha Gains age at the time of bringing this suit, Nov 1908.

Ans. She was 23 years old.

(con.)

2. How long did you live with Joseph Blodson as his wife?

Ans. Five or Six years.

2. Was Joseph Blodson in peaceable possession of this land during the time you lived with him?

Ans. He was.

2. Are you acquainted with Mrs Lou Lawson?

Ans. I am.

2. Are you acquainted with Ira Parsons?

Ans. I am.

2. Did Lou Field ever mention to you anything about buying the interest of Morcha Gains in the land of the late Joseph Blodson, dead?

Ans. She did.

2. State whether or not Lou Field ever told you that she intended buying Morcha Gains interest in the Joseph Blodson land.

Ans. She said she was going to try to buy it.

2. Did Lou Field tell you that Mr. Parsons had bought the land of Morcha Gains?

Ans. She did.

Mrs Margaret Johnson's deposition con.

Page no. 3.

2. State who has had the Joseph Blodoe land in possession for a period of five years prior to the bringing of this suit,
Ans.

Leander Robinette and his widow.
And more the Deponent saith not.

Wet. attendance 1 day 50¢ Margaret Johnson
Page no. 1. A. J. Roberts' Deposition,

A. J. Roberts a witness of lawful age ^{being duly sworn} deposes and says,

2. State your age, occupation and place of residence.

Ans. 43 years, Farmer Lee Co, Va.

2. Do you know Mrs Lou Field and Ira C Parsons?

Ans. I do.

2. Did you ever hear a conversation between Ira C Parsons and Mrs Lou Field in regard to the Morcha Lewis interest in the land of the late Joseph Blodoe and?

Ans. I heard a part of it.

2. State briefly what you heard.

Ans. I heard Lou Fields tell Mr. Parsons that Ira P. Robinette said to withdraw the suit or hold up on it and he would do him.

right or more than right about it.

Q. Were you acquainted with the late Joseph Blidsoe, decd?

Ans. I was.

Q. Do you know where he resided at the time of his death?

Ans. On the farm which he lived on Hickory Hill.

And more the Deponent sayeth not,
Wit attendance 1 day 50¢

A. J. Roberts,

Page No 1. William Parsons' Deposition.

William Parsons a witness of lawful age being duly sworn Deposeth and says,

Q. State your age, occupation, and place of residence.

Ans. 36 years Farmer, Lee Co. Va.

Q. Are you acquainted with Martha Gouss?

Ans. I am.

Q. State whether or not Martha Gouss sold or agreed to sell to Ira C. Parsons her interest in the land of the late Joseph Blidsoe, decd.

Ans. She did.

Q. What evidence have you of such sale or contract?

Ans. One what she told me

Q. Did she sign ^{in your presence} a written agreement conveying or agreeing to convey to Ira C. Parsons, her interest in the land of Joseph, Bledsoe, decd.

Ans. She did.

Q. When was this instrument in writing signed by her?

Ans. Some time after Parsons brought the land.

Q. Did Hanson & Goins, the husband of Martha Goins sign in your presence the aforementioned writing?

Ans. He did.

Q. Do you know Mrs Lou Dawson, nee Fields?

Ans. I do.

Q. Were you ever at or near her home in company with A. J. Roberts, and Ira C. Parsons?

Ans. I was.

Q. Did you hear any conversation between Lou Fields and Ira C. Parsons regarding Martha Goins' interest in the land of Joseph Bledsoe, decd.?

Ans. I did.

Q. State briefly that conversation.

Ans. In the road at Lou Fields, I. C. Parsons asked her what she wanted that she sent

for him. She said that J. P. Robinette said for him to draw the suit, come up and he would do him right and more than right, he said he could not do it, that he would hold up on it, that what was right was all he wanted.

Cross examination

Question 1 When were you, your father and J. H. Goin and Martha his wife at, At the time your father bought the land

Ans. I was not with them when they made the first trade,

Question 2 you said on chief examination that Martha Goin sold the land to your father in your

Ans. presence when was that
At her house.

Question 3 you did not hear Martha Goin and your father make the Trade then, as they both were not together at the time she told you about the Trade

Ans. No I did not.

Question 4 How did it happen that you went there some time after your father said he had bought the land to get these writings signed

Objection Since motion for doing a thing is immaterial and irrelevant. (Come to Page 4.)

Ans. As Ira C. Parsons could not do the writing,

Question 5 Was both parties present when these writings were drawn up

Ans. They was,

Question where were the parties at when the writings were drawn

Ans. At their house.

Question 6 Do you mean that your father was at Goins or Goins at your father at the time

Ans. At Goins' house.

Question 7 was your father there at the time

Ans. He was not.

Re-examination

2. Were you the agent of Ira Parsons at the time Martha Goins & H. H. Goins signed the contract or sale for the benefit of your father, I. C. Parsons?

Ans. I was.

2. Were Martha Goins and H. H. Goins present together when they signed the written contract?

Ans. They was.

2. In question following question marked ^{on cross examination} ~~sworn~~ ^{sworn} do you understand to be meant by the word parties?

Ans. H. H. Goins and Martha Goins.

2. When you asked upon being examined by Ira P. Robbette in the foregoing deposition if he meant by potes, to include only Martha Goins and J. H. Goins? What was his reply?

Ans. He said it was.

2. Recross Examination

Question 1. Do you know anything about the \$2.50 that was paid to Martha Goins. was it paid by you or your father

Objection. Not brought out on cross examination.

Ans. Ira C. Parsons sent it by me to pay Harriett and Martha Goins.

Question 2. Was that payment made at the time these writings was signed

Objection. Not brought out either upon examination in chief or upon cross examination.

Ans. No.

Question 3. Your father was not present at the time you paid Martha Goins the \$2.50

Objection. Not brought out on examination in chief or upon cross examination.

Ans. He was not,

And more the deponent saith not.

William Parsons

Witness Attendant 1 day 50¢

Adjourned until Aug. 3rd 1910.

Depositions continued by agreement
of Parties until Wednesday Aug.
3, 1910. at C.F. Robinette & Co. Store
between 8 o'clock A.M. and 8 o'clock P.M.

This July 29, 1910.

E. S. Whenson Notary Public.

~~July 29, 1910. Taking Depositions
at C.F. Robinette & Co Store in the case
of J. L. Parsons Plaintiff vs. C. F. Robinette
Defendant. Time 5 Hours. 75¢ per hour = \$3.75~~

Depositions of Ira C Parsons and others continued from Friday, July 27, 1910 to Wednesday Aug 3, 1910, at C. J. Robbette & Co's store Blackwater, Va.

Harrison H Goins, a witness of lawful age being duly sworn deposes and says:

Q.

State your age, occupation, and place of residence.

Ans.

31 years, Farmer, Hancock County Tenn.

Q. Are you acquainted with Ira C Parsons?

Ans. I am.

Q. Are you acquainted with Morcha Goins?

Ans. I am.

Q. State whether or not Morcha Goins is your wife.

Ans. She is.

Q. State whether or not you and your wife sold to Ira C Parsons a certain $\frac{1}{10}$ interest in the land of Jos Blodson, decd, said land situated on Hickory Hill, and containing about 75 acres more or less.

Ans. We did.

2. State whether or not you and your wife signed a written agreement or sale in which you sold & conveyed ^{to Mrs C Parsons} or agreed to sell the aforementioned $\frac{1}{10}$ ^{interest} in the land of Joseph Blodsoe, dead.

Ans.

We did.

2. About what time was this written instrument signed?

Ans. About July 27th 1908,

2. Did you intend when signing this agreement to dispose of your wife's and your interest in the land of Joseph Blodsoe dead?

Ans. I did.

2. Who were present at the time the aforementioned writing was signed?

Ans. William Parsons, myself and wife.

2. Was the writing signed of your own free will and choice?

Ans. It was.

2. What amount was paid to you and your wife by Mr Parsons for this land?

Ans. Paid \$2.50 down and agreed to pay \$12.50 more.

2. State whether or not Lou Robiette represented to you that she and Mr Parsons had compromised the suit then pending in regard to the aforementioned land, and that she (Lou Robiette) was to have the land.

Ans. She did.

2. State whether or not upon the strength of this representation ^{and your wife} you after words made a deed to Lou Robiette for the aforementioned land.

Ans. We did.

2. State whether or not this deed to Lou Robiette was made before or after you had sold the aforementioned land to Ira C Parsons.

Ans. After.

2. Who paid you or agreed to pay you for the land that you undertook to convey to Lou Robiette as represented in this later deed?

Ans. Ira P. Robiette.

And further this deponent saith not.

Signed. \$6 \$6 Goins

Witness Attendance 1 day 50¢

State of Virginia Lee County to wit:

I E. S. McPherson Notary Public
for the County of Lee and State of Virginia
do hereby certify that the foregoing
depositions of ^{L. B. Duncan,} Ira C. Parsons,
^{Margaret Johnson, A. J. Roberts, Wm. Parsons and Harrison H. Hoopes}
~~depositions~~ were duly taken sworn to and
subscribed before me at the time and
place and for the purpose in the caption
hereto mentioned. In witness thereof
I have hereunto ~~and affixed my~~ ^{set my}
~~hand~~ ^{hand} ~~affixed seal, at Blackwater Va. before~~
~~me~~ this the ^{9th} day of Aug. 1910.

E. S. McPherson
Notary Public.

My commission expires May 1st 1911.

Fee of Notary Public. 6 hours @ .75 = \$4.50
Charged to Ira C. Parsons Plaintiff.

Depositions	
Ira C. Parsons Plan.	
D. J. J.	
Ira C. Roberts the def.	
Paid Aug. 9, 1910	
J. E. S. McPherson	
Cost of Depositions	
Wit: L. B. Duncan	.50
" Margaret Johnson	.50
" A. J. Roberts	.50
" Wm. Parsons	.50
" Harrison Hoopes	.50
M. P. E. S. McPherson	\$4.50
	<u>\$7.00</u>

Notice

Mr Isa Parsons take notice that on Wednesday the First day of Feb. 1911, at the dwelling house of Harrison Goins in Hancock County Tennessee, we will proceed to take the depositions of Martha Goins and others and when taken to be read as evidence in a certain suit now pending in the County of Lee State of Va. ^{in the present court} wherein you are Plaintiff and we are Defendants, to be read on our behalf, and if from any cause the taking of said depositions are not commenced, or if commenced and not finished, we will adjourn from time to time, and from place to place, till the same are completed

This the 26 day of January 1911

Lou Lawson
J. P. Robinsell

State of Tennessee Hancock County

Personally appeared before me
the undersigned authority Lou
Lawson who made oath in due
form of law that she offered
a copy of the foregoing notice to
Geo. Parsons on the 27th day of January
1911 but on his refusal to accept
same I handed the copy to his son
Billy Parsons who read it aloud
to his father in my presence

Attest, W. D. Horton For ^{her} Lou X Lawson

Personally sworn to and subscribed
before me this the 1st day of February
1911.

W. D. Horton, Notary Public

Ira Parsons } In the Circuit
vs } Court at Jonesville
Ira Robert 2d } for Lee County Va,
Lou Lawson }

The depositions Martha Goins
and Harrison Goins, taken
at the residence of Harrison Goins
in the third Civil District of
Hancock County, West Virginia,
on the
1st day of February 1911, pursuant
to the annexed notice to be
read as evidence in behalf
of the defendants in a certain
suit pending in the Circuit
Court of Lee County, Va., wherein
Ira Parsons is plaintiff and
Ira Robert 2d and Lou Lawson
are defendants, be fore J. D. H. H.
Horton, a Notary Public in and
for Hancock County, West Virginia,
Present J. D. Horton Atty.
for defendants and I. P. Robert Jr.
Martha Goins, a witness

of lawful age being duly sworn
deposes as follows:

Q 1 State your age, occupation and
place of residence?

Ans I am twenty five years old,
have kept for my husband,
and live in the third district
of Hancock County, post
office address Erdsom, Tenn.

Q 2 Are you in any wise related
to either of the parties to this
suit, if so, what relation or you?

Ans I am not related to either.

Q 3 Did you or not sell your interest
in the Joseph Bloodson land
to J P Robinsell for Lon Lawson?

Ans Yes sir I sold it

Q 4 What was the price that
said Robinsell paid you for
said land?

Ans Twenty-five dollar.

Q 5 Has he paid you, if so what did
he pay you in?

Ans Yes; he gave me a check for

fifteen dollar the first time
and a check for ten dollar
the last time. At the time he
Q 6 gave me the fifteen dollar
check he gave me his
note for ten dollar which
was later paid.

Q 6 Did you or not tell the said
J P Rabinett and Lou Lawson
that you had never signed
any writing to any one about
the price of ^{the} land?

Ans Yes; I told them that I had
never signed any writings
about the land.

Q 7 Did you or not tell the said
Rabinett that one Ira Parsons
had offered you fifteen dollar in
cash for your interest in the
land but when you wanted
your money he wanted to
pay you in store goods?

Ans Yes sir; he wanted to pay me
five dollar in the store

Q 8 Is it not a fact that the
reason you sold the land
to Lou Lawson through J.P. Robnett
was the way Mr. (Parsons), talked
about the payment differing
from what he talked at the
start?

Ans Yes.

Q 9 Have you ever signed any
writings to any person except
Lou Lawson to your interest
in the Joseph Bledsoe land
or given any one else authority
to sign any writing?

Ans No sir.

Q 10 Has the said J.P. Robnett
paid you all that he promised
to pay you for the land?

Ans Yes sir.

And further more the witness
sayeth not

Martha Goins
The said witness Lawson
Goins after being duly sworn

deposed as follows.

Q 1 State your age, Occupation and place of residence.

Ans I am 31 years, farmer, Tipton Tennessee Hancock County

Q 2 What relation are you to Martha Goins who has just given her deposition?

Ans She is my wife

Q 3 Did you ever sign any deed or other writing which purported to convey yours or your wife interest in the Joseph Bloodsaw land

Ans No; the only ~~deed~~ writing I signed was one to give him authority to bring a suit at Jonesville over the land mentioned using my name and my wife name

Q 4 Has J. P. Robinett paid you and your wife for your interest in the Joseph Bloodsaw land if so how much did they pay you?

Ans Yes. They paid us twenty-five

dollar.

Q to Did, he pay you cash or check

Ans He paid check

And further show this witness
saith not.

Harrison H. Goins

There being no more witnesses
present these depositions are
~~adjoined~~. Close

State of Tennessee Hancock County:

I, W. D. Horton, a Notary Public
in and for the County and
State aforesaid, do certify that
the foregoing depositions were taken,
sworn to and subscribed before me
at the time and place and for the
purposes mentioned.

Given under my hand and Office
seal, this the 1st day of February, 1911
W. D. Horton, Notary Public

Depositions

Eva Parsons

vs

Eva Robnett & Lon Lowrey

Filed Feb. 3 1911.

H.C. J. Ewing,
Clerk

Bill of Costs

Harrison Going 1 day \$1.00

Martha Going 1 day \$1.00

J. D. Eaton N.P.
taking 2 depositions \$2.00

J. D. Eaton N.P.

To Ira Parsons.

Take notice that I shall, on the 20th day of Aug 1900.
at the residence of W. C. Sprinkle near Fairfax, Scott
County, Va.

between the hours of 6 A. M. and 6 P. M., on that day, proceed to take the depositions
of Low Lawson and others, to be read in evidence in my behalf,
in a certain suit depending in the Circuit court for the County
of Lee wherein you are Plaintiff
and I am Defendant,

and if from any cause, the taking of the said depositions be not commenced on that day, or if
commenced, be not concluded on that day, the taking of the same will be adjourned and con-
tinued from day to day, or from time to time, at the same place and between the same hours,
until the same shall be completed. Very respectfully,

Low Lawson
By Counsel -

Ira Parsons

vs. }

NOTICE TO TAKE
DEPOSITIONS.

San Luis

City

p. q.

*Legal service of the
within notice is
hereby accepted, and
9-9-10*

*Robert H. Bennett, Pres.
Atty*

San Lawson et al

Ads } In Chy.
Ira Parsons }

The Depositions of Morgan Black
San Lawson Ira Robinson

Witnesses taken on be-
half of the Defendants to be read as
evidence in a certain suit in Chancery,
now pending in the Circuit Court of Lee County, State of Virginia
wherein Ira Parsons is Plaintiff
and San Lawson and others are
Defendants.

Taken pursuant to annexed notice
duly accepted. The witnesses be-
ing by me first duly sworn.

At the Residence of W B Sprinkle J.P.
near Fairview Scott County Virginia
Present: The Plaintiff and his attor-
ney, L M Robinson and I Robinson
Deft and Atty Moness of Counsel
for Deft.

By agreement of the parties the tak-
ing of these depositions is adjourned
and continued till Friday, Au-
gust the 26th day of August 1910, at
the Store House of Robinson and Rob-
inson Scott County Virginia, be-
tween the hours of 8 A.M. & 6 P.M.

W. B. Sprinkle J.P.

At pursuant to adjournment.

This 26 day of August 1910 2 o'clock P.M.

1 Presents the Plaintiff Ira C. Parsons and
2 his Attorney L. M. Robinson and Defend-
3 ant J. P. Robinson and A. C. M. M. M. of
4 Counsel for Defts. W. C. Sprinkle J. T.

5 Morgan Bledsoe, a witness of lawful
6 age after being duly sworn deposes
7 as follows:

8 Q. 1. Please state your age, Residence
9 and occupation?

10 A. 23 yrs old, Farming, Hancock Co. Tenn.

11 Q. 2. Are you acquainted with Harrison
12 Gains and his wife, Martha Gains?

13 A. I am

14 Q. 3. How far do you live from them
15 and how long have you known
16 them? I live about a mile. I have
17 known Harrison Gains all my life and
18 have known Martha Gains for about
19 fifteen years

20 Q. 4. Please state anything, and all you
21 may know about their promptness
22 and punctuality in paying their
23 debts their honesty and solvency?

24 Objection to above question. Incompetent.

L. M. Robinson p. 9.

25 A. Harrison Gains is an honest man so far as
26 I know. So far as I know he has always
27 paid his debts. I

28 Q. 5. What property do the said parties
29 own?

30 A. A few of mules and a cow.

31 Q. 6. What would be a reasonable fair
32 value?

Cash value of their mules and cow?

Ans Mules are worth seventy-five dollars each. The cow is worth about thirty dollars.

Cross examination

Ques. Do you know what the exemption law of the state of Tennessee is?

Ans No Sir.

Q. State whether or not the mules mentioned in a former question are paid for.

Ans. Well sir I could not tell exactly whether they are paid for or not. It seems to me like some of them said he owed a little on them.

Q. State whether or not Harrison Louis owes any outstanding debts.

Ans No sir. If he does I don't know it.

And further this deponent saith not.

Morgan ^{his} Blodgett
Wark

The further taking of these depositions is adjourned and continued till Thursday the first day of September 1910. at the same place. And between the same hours.

W. L. Sprinkle J. D.

Attest Pursuant to adjournment
This 1st day of September 1910 2.2nd
P M.

Present the Plaintiff and his attorney
L. A. Robinette and H. D. Mann

of counsel for defendants.

I am ~~Robinson~~ ^{Lawson} a witness of lawful age after being duly sworn sayeth as follows:

Q. Please state your age and Residence.
A. 41 yrs old. Lee Co Va

Q. Are you one of the defendants in this Cause?

A. I am

Q. Who owns the land in controversy in this Cause?

A. I do

Q. Please state all you know about how you became the owner of the land in controversy in this Cause?

A. J. P. Robbette first bought it and gave my husband one half of it. A while after my husband died I took a notion that I would go and buy the minor's share and I went over to Harrison Gouss House and Wm Parsons was sitting there when I went, and I staid there till Wm Parsons left. I said Martha ^{Gouss} has the old Wm Parsons bought your land of you. She said that she had contracted it to him, but had given no writing, but Wm Parsons brought \$250 to day and wanted me to take the rest in the store, and I never intend to do it. I told Martha that I wanted her part being as I was already

Ans Cor. in there. She replied wait till my husband comes. I waited until he came. I said to Harrison that I had come over to buy him and Martha out. He told Harrison that Mr Parsons had been there. Harrison said I wish that she had ^{not} taken it, but you go to Ira P. Robbette and I took Harrison Gains and Martha up there, and Ira P. Robbette bought this land for me. Mr Robbette paid fifteen dollars down and Ira P. Robbette gave a note for ten dollars.

Qu. 5.

Was there any other considerations about the deferred payment of ten dollars? If so what?

Harrison Gains & Martha Gains were bound in the note to fix up the trouble with Parsons. [Objection to this answer not the best evidence. The call for note

L. M. Robbette pg]

Qu. 6.

Have you got that note in your possession?

Ans.

I have not.

Qu. 7.

What was the trouble which Harrison Gains and Martha Gains were bound in the note to fix up?

Ans To have the suit withdrawn which
Ira. C Parsons had brought
against Ira P. Robinette & als.

Q. 8. Did you during or at any time
previous to the transactions you
have mentioned, about the purchase
of the land in controversy, repre-
sent to Martha Gains or Harrison
Gains that Ira C Parsons had
abandoned his suit, or that
he did not want said land?

Ans I did not

Q. 9. Did Ira P Robinette procure or
try to procure you to fraudu-
lently represent to Harrison
and Martha Gains or either of
them that Ira C Parsons had
abandoned his suit or that he
did not want the land?

Ans. He did not.

Q. 10. Did Harrison Gains and Mar-
tha Gains make you a deed
of conveyance to the land in
controversy in this case?

Ans They did

Cross examination
Q. Were you informed at and before

You went to Harrison Goins, that Ira C Parsons, had bought or contracted to buy the interest of Morcha Goins in the land of the late Joseph Bledsoe died.

Ans. Yes sir. I heard some talk of it.
Q. State whether or not Morcha Goins told you that Ira C Parsons had bought her interest in the Joseph Bledsoe land.

Ans. She said he had not bought. had just contracted to buy it.
Q. When was it that you went to Morcha Goins to purchase ^{her} interest in the Joseph Bledsoe land?

Ans. Something over two years ago.
Q. Was it before or after Ira C Parsons had brought suit for the Morcha Goins' land?

Ans. It was afterwards.
Q. Did you tell Harrison Goins and Morcha Goins, or either of them, that Ira C. Parsons and you had compromised the matter pertaining to the Morcha Goins land and that you were to have the land?

Ans. I did not.

Q.

Did Sa C. Parsons, while in Company with Wm Parsons and Andrew J. Roberts, inform you that he had bought the interest of Morcha Goins in the land of Joseph Blidsoe deid?

Ans.

I don't remember.

Ques.

Did you send your daughter to Sa C. Parsons requesting him to come to your house on a matter pertaining to the land in controversy?

Ans.

It seems to me like I did (My Parsons')

Ques.

I state whether or not upon his arrival at your house you used the following language, or words to that effect: I've been up to Mr. Robinette. He told me to tell you to draw the suit, and come up and he would do you right and more than right.

(Left except to above question because not specific as to time place and persons. Names for left)

Ans.

I do not remember whether that was the way of it or not. He was talking something about it and was at my house.

#9

Cross examination, continued, #9

Ques. Did Ira Robinette request you to see Mr Parsons and ask him to come up to his house?

Ans. I think there was such talk bandled.

Ques. Did Ira P. Robinette ask you to request Ira C. Parsons to withdraw the suit then pending in regard to the Morcha Goins land?

Ans. I think so. Said he would rather pay him a little something than to be bothered.

Q. Was this before or after you went to Morcha Goins for the purpose of securing her interest in the Jos. Blodoe estate?

Ans. I don't remember.

Ques. I state whether or not you asked Mr Parsons the following question after you had learned that he had bought or contracted to buy the Morcha Goins land? Why didn't you offer the land to me?

and by Parsons had (expressed to accept it)

Ans. Yes Sir.

Ques. Did you ask Mr. Parsons at the time he came to your residence in company with A. J. Roberts and Wm Parsons, how much he gave

for the Morcha Goins land?

Ans. I do not remember whether I did or not.

Ques. Did Ira C. Parsons ever tell you that he had proposed to sell the Morcha Goins land to Ira P. Robinette?

Ans. If he ever did I have no recollection of it.

Ques. How do you know that Harrison Goins and Morcha Goins neither of them stipulated in a note that they would fix up the "trouble" with Ira C. Parsons?

Ans. I saw the note and had it read to me.

Ques. Did you sign the ten dollar note given to Harrison Goins, as principal or surety?

Ans. I do not remember.

Ques. Did you sign the aforementioned note at all?

Ans. I could not state positively whether I did or not.

Ques. Did you inform Ira P. Robinette ^{at or before Harrison Goins proposed to buy a deed} that Ira C. Parsons had bought or contracted to buy Morcha Goins interest in the estate of Joseph Blodau dead?

Ans. I do not remember whether I did or not.

Ques Who paid Harrison Goins the fifteen dollars mentioned in a former answer?

Ans. Ira P Rabinett.

Ques Was this payment made in currency, by check, or how?

Ans. By check I believe.

Ques Did you ever request Margaret Johnson, wife of William Johnson, to assist you in buying the interest of Morcha Goins in the state of Joseph Blodoe?

Ans. I do not remember whether I did or not.

Ques Did you ever tell Margaret Johnson that you would have bought the Morcha Goins land if Ira C Parsons had not bought it?

(Excepted to because not specific as to time and place and because immaterial. Wmms)

Ans. I have no recollection of it.

Reexamination

Q1. How long before you went

with Harrison Goins and Martha Goins to Ira Robinette, had it been since you had seen Ira P Robinette?

Ans About six months.

Ques 2 Had you had any talk with Ira Robinette ^{about buying land} before you went to see him with Harrison & Martha Goins?

Ans Not that I remember of.
Re cross examination.

Ques When you sent for Ira Parsons upon Ira P. Robinette request, how long had it been since you had seen Ira Robinette?

Ans I could not state how long.

Ques State whether or not Ira P Robinette came to your home after Mr Parsons had bought or contracted to buy the Martha Goins land.

Ans He came down shortly after Landon died run a mile.

Ques State whether or not at the request of Ira Robinette you sent your boys to Mr Parsons, asking him to come over to your home.

Ans I did not. And ^{positively this deponent} said not.
Landon
Landon

Ira P. Robinett another witness of lawful age, after being duly sworn deposes as follows:

Q. 1. Please state your age, residence, and occupation?

Ans. 77 yrs old, Farmer. Scott Co. Va.

Q. 2. Are you one of the defendants in this cause?

Ans. I am.

Q. 3. Please state all you may know about matters in controversy in this cause?

Ans. Objection. For general. L. M. Robinett P. J., Lou Robinette, Harrison Goins, and Martha Goins come to my house in Dec. 1908. Harrison & his wife told me that they had come to sell me their interest in the Joe Bludsoe land. I asked them what arrangement they had with Mr. Parsons about the land. They said that Mr. Parsons had brought a suit in Martha Goins name. I asked them if they had sold the land to Mr. Parsons. I think they said that they had some kind of a contract with him about the land. They said Mr. Parsons was

to pay them fifteen dollars in cash and that he had bought them \$2.00 and wanted them to take the balance in the store, and if I wanted to buy the land they would sell it to me, and that they had never given Parsons a scratch of the paper. I asked them what they would take for their interest and they replied twenty-five dollars. I paid fifteen dollars down, and gave them my note for ten dollars to be paid when the other pending suit was dismissed. I have since paid off the note. I took the deed in Lou Robinette name. Harison Jones and his wife told me that they had offered Mr Parsons his money back.

L. 4. Have you got the ten dollar note you have mentioned or do you know where it is?

Ans

I left the note, I do not know where it is. It may be among my papers.

L. 5-

Did you or did you not procure, or try to procure Lou Sawyer (or Robinette)

to fraudulently represent to Martha Goins and Harrison Goins or either of them, that Ira C Parsons had abandoned his suit or that he did not want the land in controversy?

Ans. I never did.

Q. 6. Please state what you consider a fair cash value of the Martha Goins interest in the Joseph Bladson land in controversy in this case?

Ans. I thought that \$25⁰⁰ was low enough if she had any interest there at all.

Q. 7 Do you know how many acres there are in Martha Goins' interest in said land? If so please state?

Ans I understand that there 75 acres more or less, and that Martha Goins is one of ten heirs.

Q. 8. Do you or do you not, consider Fifteen Dollars a hard or unconscionable bargain for said interest in the Joseph Bladson land?

Ans I think it would be a hard bargain.

Cross examination.

Q. 9. Did you know or have any knowledge of the fact, that Ira

C. Parsons had bought or contracted to buy the Martha Goins land before you were supposed to have purchased that interest?

Ans. The parties told me that day that they had made a contract with Mr Parsons.

Ques. State whether or not that Mr. Parsons in company with Harrison Goins, informed you that he had bought the Martha Goins land.

Ans. No Sir. Harrison Goins was there with Mr Parsons at one time but we did not talk anything about the land at that time. Goins was down about the Spring and did not come up to the house where we were talking.

Ques. State whether or not Mr. Parsons sitting with you in your parlor or parlour informed you that he had bought the Martha Goins land.

Ans. No.
Ques. Did he while at your home or anywhere else offer to sell you his interest in the Martha Goins land?

Ans. No Sir, not that I recollect of.

Depos

17

Ques

Did you ever state to Mr Parson that if Martha Goins had any interest in the Jos Bledsoe land she ought to have it?

(Excepted to because not specific as to time, and place. Names P.)

Ans

No.

Ques

Did you state to Mr Parson when ^{was} at your home that "you were old and broke down and it was as much as you could do to take care of yourself."

(Excepted because irrelevant and immaterial. Names P.)

[This question asked by way of laying foundation. L M Robinson p. 9.]

Ans

No. I never made such an expression to any man.

Ques

Were you ever informed by any one prior to the statement made by Hanson Goins, that Isaac C Parsons had bought or contracted to buy, or had claimed to have bought or contracted to buy the Martha Goins land?

Ans

I heard some talk that after he had brought the suit, or Martha Goins had brought I m.

understood he ^{had contracted} ~~was attending~~ for it
or aiming to buy it.

Ques. Did you investigate the matter
^{immediately} upon hearing the statement that
Mr Parsons had contracted to
buy the Monte Gomis land?

Ans. No Sir.

Ques. Did you ever request Lan
Robinette to ask Mr Parson
to come up to your house?

Ans. If I did I don't remember it.

Ques. Did you ever request Lan Robinette
to state to Mr ~~Robinette~~ ^{Parsons} ~~that~~ to come
up and you would do him right
and more than right, or words to
that effect?

Ans. I never did.

Ques. Why did you buy the Monte
Gomis land after you had been
informed that Mr Parsons had
a claim to it?

Ans. I thought from the way they
talked he had no legal claim
to it.

Ques. If you thought Harrison Gomis
and his wife had legal title to
the land in controversy, why did

you stipulate in note that the Porson
suit was to be withdrawn before
the ten dollars was to be paid?

Ans

Because I thought Martha
Goins had a right to with-
draw it. It was in her name.
I thought she had a right to
withdraw it from the way
she talked to me.

Ques

Was not the fact that a suit
was pending sufficient to put
you on notice that there was
some cloud on title, and that
the title was not clear.

(Excepted to because a legal ques-
tion, or matter of opinion. Mans)

Ans

Well, as the suit was in Mar-
tha Goins' name I thought
she had a right to control it
I thought their title was good
or I would not have bought
it.

Ques

I state whether or not you knew
or had reason to believe that
Ira Porson was interested in
the suit of Martha Goins vs. Ira P
Robinson et al.

Ans I supposed he was interest-
ed in some way or he ^{would}
not have attended to it.

Ques Why did you pay the ten dollars
contrary to the stipulations in the
note, and before those stipulations
had been complied with?

Ans Well they seemed to be want-
ing the money and just
thought I would pay it.

Ques Is it your usual custom to
pay out money to a party before
he complies with his contract?

Ans I don't do it at all times.

Q. Do you consider a pay ment of
\$15 for the same land ^{to} ~~from~~ Parsons to be
a hard and unconscionable bargain,
and your pay ment later of fifteen
dollars to be a fair and reasonable
bargain?

Answer question excepted to because
it misstates the statement of
the witness, the witness having
\$25 - for the land Manassas.

Ans I consider the twenty five dol-
lars I paid a better bargain

~~Ques~~ Than the fifteen Dollars Mr ~~Parson~~ Parsons was to pay.

Ques Do you consider ^{that} one dollar's difference on one acre of land would constitute the one price a fair bargain and the other ^{an} unreasonable bargain?

Excepted to because too general and not in conformity with the facts stated by the witnesses.

Ans. I consider a dollar an acre more on this land might be more reasonable.

[Objection to above answer, because question asked is not attempted to be answered by witness] L. M. Robinson p. 9

And further this deponent saith not

L. O. Robinson

Virginia, Scott County, to-wit:
 J. M. C. Sprinkle a Justice of
 the County and State aforesaid
 do certify that the foregoing
 depositions of Morgan
 Bledsoe and Samson and
 Ira P. Robinson were duly taken,
 sworn to and subscribed
 by the witnesses, before me, at

the times and places mentioned in the Caption and adjourning and making orders, and for the purpose mentioned in the Caption must

Take pursuant to annexed notice duly accepted.

Given Under my hand and official seal.

This the 1st day of September 1910. W. L. Sprinkle, J.P.

Justice's cost for taken Depositions
for six hours at seventy-five cents
per hour.

Total amount \$ 4.50

the times and places men-
tioned in the caption and
adjoining and meeting or-
ders, and for the purpose
mentioned in the caption
hereof. Taken pursuant to
attached notice duly accept-
ed.
Given under my hand this
1st day of September 1910.

A. P. Robment

State

ad. & Deputations

Ans. & Parsons

severely

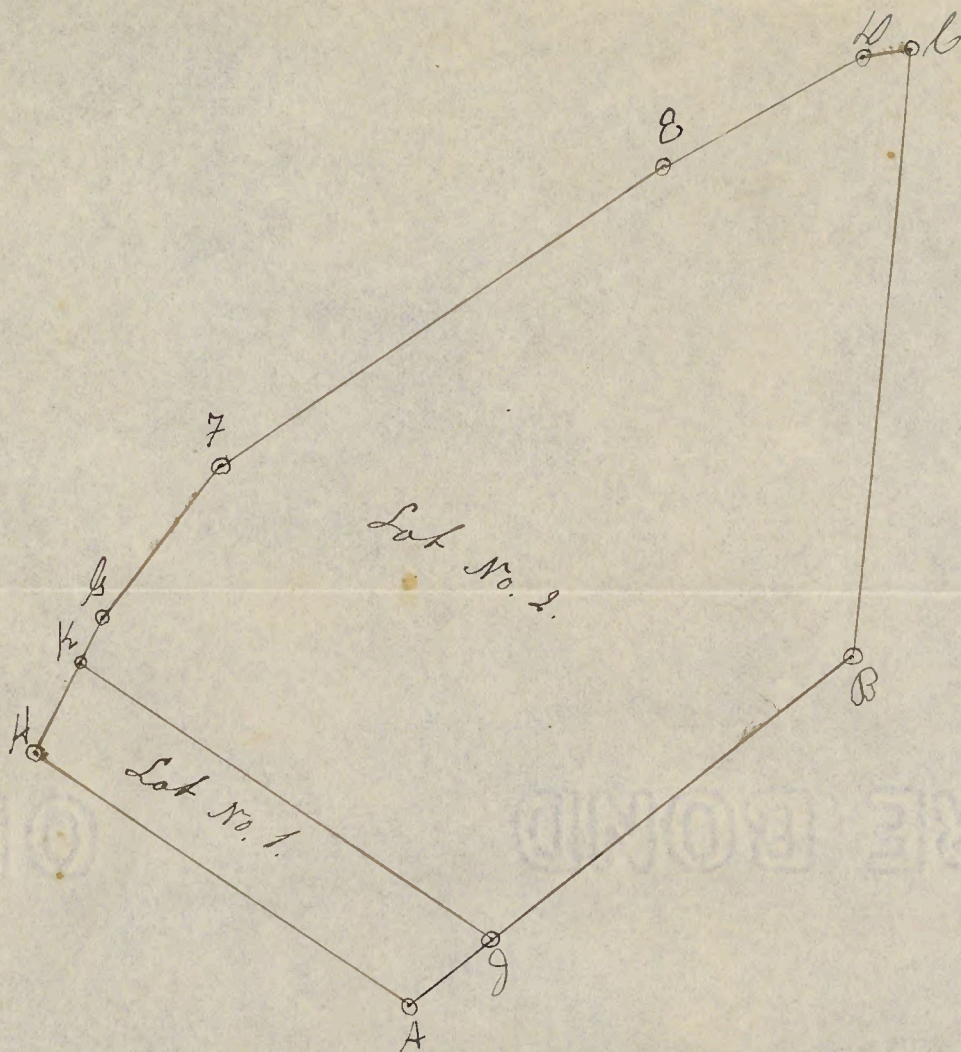
Filed Sept. 8, 1910.

H. C. J. Ewing.

Clerk



Scale
30 rods to inch



To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia.

By a decree entered in your Honor's court on the 22nd day of February, 1912, in the Chancery causes of Martha Goins against Ira P. Robinett, defendant, and I.C. Parsons against Ira P. Robinett and others, defendants, your undersigned Commissioners were directed to make partition of the land in these causes described between the said I.C. Parsons and Ira P. Robinett. We were directed to assign one-tenth in value to the said I.C. Parsons and the remainder nine-tenths to the said Ira P. Robinett. Your Commissioners went upon the said land and made a survey of the said tract of land which we found to be as follows:

Beginning at a stake "A" midway between a large red oak and fallen hickory, one of the Joseph Bledsoe corners, thence N. $53\frac{1}{4}$ E. $87\frac{5}{10}$ poles to "B" a stake midway between a large poplar and hickory stump, thence N. $6\frac{3}{4}$ E. $95\frac{5}{10}$ poles to "C" a small gum, about five inches in diameter, on the top of a ridge, which was shown us by L.B. Duncan as being the corner agreed upon by himself, Anderson Moore and Joseph Bledsoe. L.B. Duncan had conveyed this land to his Son, Mac N. Duncan, who was also present and agreed that the said gum was the true corner. Thence with the top of the ridge S. $77\frac{3}{4}$ W. $7\frac{5}{10}$ poles to "D". S. $62\frac{3}{4}$ W. $35\frac{5}{10}$ poles to "E". S. $57\frac{1}{2}$ W. 83 poles to "F" S. $38\frac{1}{2}$ W. 30 poles to "G". S. $27\frac{3}{4}$ W. $23\frac{4}{10}$ poles to "H" ^{a stake on} the I.C. Parsons line, thence with his line S. 55 E. $70\frac{5}{10}$ poles to the Beginning, containing sixty-seven acres.

Out of which tract of land we assigned Lot No. 1 containing $7\frac{33}{100}$ acres to I.C. Parsons which is bounded as follows:

"Beginning at the original corner marked on the plat "A" N. $53\frac{1}{4}$ E. $16\frac{4}{10}$ poles to a stake ^{marked} on the plat as "J". N. 55 W. 78 poles to a stake marked on the plat as "K". S. $27\frac{3}{4}$ W. $158\frac{8}{10}$ poles to the Parsons line marked on the plat as "H", thence with the said Parsons line S. 55 E. $70\frac{5}{10}$ poles to the Beginning."

We assigned to the said Ira P. Robinett Lot No. 2 containing $59\frac{2}{3}$ acres and is bounded and described as follows:

"Beginning at a stake marked "J" on the plat, Parsons corner of Lot No. 1, thence N. $53\frac{1}{4}$ E. $70\frac{86}{100}$ poles to a stake between a poplar

and hickory stump marked on the plat "D". N. $6\frac{3}{4}$ E. 95 $\frac{5}{10}$ poles to a small gum marked on the plat "C". S. $77\frac{3}{4}$ W. 7 $\frac{5}{10}$ poles to a stake marked on the plat as "D". S. $62\frac{3}{4}$ W. 35 $\frac{5}{10}$ poles to a stake marked on the plat as "E". S. $57\frac{1}{2}$ W. 83 poles to a stake marked on the plat "F". S. $38\frac{3}{4}$ W. 30 poles to a stake marked on the plat "G". S. $27\frac{3}{4}$ W. 7 $\frac{52}{100}$ poles to a corner of lot No. 1 marked "K". S. 55 E 78 poles to the beginning. "

In making the said partition the following costs and charges were incurred.

C.S.Cox, Surveyor.....	\$15.00
John W. Hines, Commissioner, 2 days..	4.00
P.J.Newberry, " " "	4.00
Mac N. Duncan Chain Carrier" "	2.00
William Parsons, Bushman " "	2.00
Total	\$ 27.00

pay etc - by 29-1913-

Respectfully submitted.

C.S. Cox
John W. Hines
P.J. Newberry

} Commissioners.

This deed made this the 11th day of Dec. 1908 between Harrison Goins and Martha his wife of the first part, and Lou Robinett widow of Landon C. Robinett of the second part witnessed for an consideration of the sum of twenty five dollars the party of the first part, sells to the party of the second part all of their interest in a certain tract of land lying in Lee county Va known as the Joseph Bledsoe land on newmans ridge it being the land where Landon C. Robinett decd it being the same land that J. M. Tate sold to I. P. Robinett joining the land of Lee Duncan Anderson More, Harmon Lewis Deed & others, the said Martha Goins being on of Joseph Bledsoes heirs.

The party of the first part covenants with the party of the second part, and warrants Generally the land herein specified Given under our hands and seals. the day and date above written.

his
Harrison x Goins (Seal)
mark
her
Martha x Goins (Seal)
mark

Virginia Scott county to wit

This day personally appeared before me T. M. Darnell a Notary Public and acknowledged the foregoing deed to be their act The said Martha Goins being the proper owner of the land sold and her husband also joined in the deed with her, & they acknowledged the same willingly before me in the county aforesaid and does not wish to retract same, Given under my hand and seal this December 11th 1908.

T. M. Darnell

My commission expires Jan 6 1909.

Virginia, Lee County, to-wit:

In the Clerk's office of Lee County, on this the 14th day of December, 1908, this deed was presented, and together with the certificate annexed, admitted to record.

Teste: H. C. T. Ewing, Clerk.

A copy,

Teste: H. C. T. Ewing, Clerk

Dec 30th Paid

Law Fines got a deed from
Mortue Gains + for the the rest
in the house -

Maria Gains her husband Harrison
Gains say that Roberts told them

Definition of "Bona Fide Purchaser." Am. & Eng
Enc. of Law §. 476. Bona fide purchaser is defined
as a purchaser of land who takes a conveyance
purporting to pass the entire title, legal and
equitable, gives therefor a valuable consideration
and has neither actual nor constructive notice
of any equitable rights of other persons in
conflict with the title this deed purports to
convey.

Notice is actual when the purchaser knows
of the existence of an adverse claim, or perhaps
when he is conscious of having the means
of knowing, and yet does not use this means

Minor. Real Property. 11284. p 14/15

Purchasers are bound to use a due degree of caution
in making their purchases, or they will not be en-
titled to protection. "Caveat Emptor" applies here. He
must take care to make due enquiry, or he may
not be a bona fide purchaser. He is bound not only
by actual but by constructive notice, which is the
same as actual notice in effect. Citing Long
et al. v. Miller the Court continues: Whenever inquiry
is a duty, he is bound to make it, is effected
with knowledge of all which he would have
discovered had he performed his duty. Citing
Judge Strong the Court continues, Means
of knowledge with the duty of using them,
are in equity equivalent to knowledge itself
Woods v. Mobs 30. Gratt 715

If there is a misstatement by vendor, this is not sufficient to protect the purchaser.

Shuel v. Spraker. 8. Paige (N.Y.) 196

A purchaser of land is not a bonafide purchaser unless he received a conveyance and paid the price of the land before he had notice of the equities

Wiley v. Calloway

1. Wash. 38

Buscio v. Ashby
24 Gratt. 454

The ground on which the original purchaser met notice is postponed in equity is that the taking of the legal estate after notice of a prior purchaser in equity, makes the party a mala fide purchaser and amounts to a fraud.

Curtis v. Sumner

6 Munford 42

Notice to a purchaser of a prior unrecorded conveyance of land may be inferred by circumstances.

Newman v. Chapman

14 Am. Dec 766 2 Randolph 93

Prudence, and which moves naturally
prompt him to enquire before consum-
mating the transaction, and such
enquiry would have necessarily led to
the discovery of the facts which now
wound him, so that to be charged
he will be considered to be affected with
such notice, whether he made the
enquiry or not. A ~~knowledge~~ ^{discovery} of facts suffi-
cient to put a person upon enquiry
is equivalent to actual knowledge by
him of the hidden facts, to which
the diligent pursuit of the enquiry
suggested by the known facts would
have led.

Fisher v. Lee 98 Va. 159

To maintain the defense of purchase without
notice, plenees must show and prove
that they are purchasers for a valuable
consideration, that the consideration
has actually been paid, that they
have paid or are best entitled to
receive, conveyance of the property,
and that those essentials all occurred.

Longer to her notice of adverse
claim
Lamson Exr & Hale 79 Va. 147

Consideration valuable, but inadequate
As to inadequacy of consideration, the rule is
that inadequacy by force or constraint for the
purchase of interests in possession is not of itself
a ground for refusing performance of a contract
for the sale of land, unless the facts
be such as to be demonstration of fraud,
which is strong and manifest as to shake
the conscience and confound the judgment
of an honest & commonsense
Meyer R. P. § 13/3 p. 1453
Hale v. Nicholson 21 Ga. 75

Look on Contracts

The ^{form} writing required by the statute of frauds does
not go to the existence of the contract but is
evidentiary ~~merely~~ only. It is not as
in case of a deed an integral part
of the contract itself. The contract

exists although it may not be clothed
with the necessary forms; and the effect
of non compliance with the statute is simply
that no action can be brought until the
omission is made good, for the contract
cannot be proved. 141

Ira Parsons,..... Plaintiff.
vs. In Chancery.
Lou Robinette, et als..... Defendants.

BRIEF OF DEFENDANT.

This suit originally was a bill filed in the Circuit Court of Lee County by Martha Goins vs. Ira Robinette, to have her interest laid off and assigned her as being one-tenth in a tract of land owned by her father, Joseph Bledsoe, at the time of his death. During the pendency of the suit Martha Goins sold her undivided interest to Lou Robinette, or Lou Lawson or Lou Fields, as she is known by all three names in the bill and proceedings, for the sum of (\$25.00) twenty-five dollars, and made to Lou Robinette a deed to her interest, and agreed to have her suit dismissed.

It now developes that said suit of Martha Goins vs. Ira Robinette was instituted for the benefit of Ira Parsons who had made what we contend is a champertous contract with her in reference to buying her interest in the land, and offering to bring the suit, pay all costs and expenses, and if he won the case he was to pay Martha Goins the sum of \$15.00 for her interest. The allegations of his petition prove this, his memoranda of contract proves it, and the depositions of Martha and Harrison Goins prove that fact, and if the court should be of the opinion that it was a champertous contract, he will dismiss his bill and petition both, and we submit that these are the facts in the case. The deposition of Martha Goins and Harrison Goins, her husband, prove that they signed no writing with reference to the sale of the land, except such interest as might be ob-

tained at the end of the suit, and they authorized Ira Parsons to bring suit in Martha Goins name, but his failure to pay her the \$15.00 as agreed caused her to seek another purchaser, and she sold and conveyed by deed her interest to Lou Lawson for the sum of \$25.00 and received the pay, and was to dismiss her suit.

Now this is a case on part of Mr. Parsons of buying a "pig in a poke". He got the poke but no pig, just what he deserves in going around over the country buying law-suits, stirring up law suits, and undertaking to pay all expenses in winning the case and then pay the consideration. The Rule of law is, that he who would ^{ask} equity must do equity, and before Mr. Parsons would be allowed to come into a court of Equity asking for relief he must come with clean hands. He has utterly failed to show such a contract with reference to the purchase of the one-tenth undivided interest in the tract of land as will entitle him to a specific enforcement of any contract, knowing that a champertous contract cannot be enforced, ^{nor} ~~by~~ a parol or verbal contract could be enforced where the consideration was not paid nor possession delivered, and no permanent and valuable improvements made.

On the point of proving that Ira Robinette in order to cheat and defraud the said Ira Parsons out of his land he got Lou Robinette to make false representations to Martha Goins to obtain a deed. The plaintiff has utterly failed in his evidence to prove anything of the kind, and I don't suppose that he will insist on that point in the case.

Now on the point of charging the said land with the amount of expenses which the petitioner has paid out, and having it declared a lien against the same, is reasonable evidence for the failure to comply with contract. The ~~ax~~ plaintiff has utterly failed to show such case in which

he is entitled to any relief along that line, and it seems to us in his asking for that relief that it is an admission on his part that he has no case, and we humbly submit that the bill of Martha Goins should be dismissed as she now has no longer any interest in the land described in said bill, having sold it to Lou Robinette and made a deed. Lou Robinette being the owner of the residue of the tract it is not necessary to maintain the suit further as a ~~par~~ petition suit, and said bill should be dismissed at Martha Goins cost, As to the petition of Mr. Parsons filed in said cause it should be dismissed at his cost, because the evidence and allegations of his petition, as said before, prove beyond a doubt that he is entitled to no relief in equity, having entered into a champertous contract, and should now reap his reward by accepting the fruits of his folly in making any such contract with a poor, ignorant, insolvent woman. He should take his medicine like a man and comply with his contract by paying all costs and expenses, and console himself in the fact that he is wiser if not wealthier.

Humbly submitted.

M. G. Ely p.d.

Ira C. Parsons,
vs. { Brief of
 { Defendant,

John Robinson

To Ira P. Robinett.

You are hereby notified that on the 29th day of July, 1910, at ~~the Store house of C. J. Robinett & Co. of Blackwater Va~~ the Law Office of R. L. Pennington, in the Town of Jonesville, between the hours of 8:00 A.M. and 8:00 P.M. of that day, I shall proceed to take the deposition of I. N. Parsons and others, to be read as evidence in my behalf in a certain suit in Chancery pending in the Circuit Court for Lee County, wherein you are defendant and I am plaintiff, and if from any cause the taking of said depositions be not begun, or if begun not completed on that day, the taking thereof will be adjourned from place to place and from time to time until the same shall be at length completed.

I. C. Parsons
Robinett
By Pennington Bros. Attorneys.

Legal service of the foregoing notice is hereby accepted.

M. H. Ealey
Attorney for Ira Robinett.

To Ira P. Robinett.

You are hereby notified that on the 23rd day of June, 1910, at the Law Office of R. L. Pennington, in the Town of Jonesville, between the hours of 8:00 A.M. and 8:00 P.M. of that day, I shall proceed to take the deposition of I. N. Parsons and others, to be read as evidence in my behalf in a certain suit in Chancery pending in the Circuit Court for Lee County, wherein you are defendant and I am plaintiff, and if from any cause the taking of said depositions be not begun, or if begun not completed on that day, the taking thereof will be adjourned from place to place and from time to time until the same shall be at length completed.

By Pennington Bros. Attorneys.

Legal service of the foregoing notice is hereby accepted.

Attorney for Ira Robinett.

The Commonwealth of Virginia,

To the Sheriff of the County of ^{Scott} ~~Lee~~ Greeting:

WE COMMAND YOU That you summon

*Ira P. Robinett, Lou Law-
son, Harrison Goins and Martha B.
Goins*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 3rd Monday in July August, 1909, to answer a bill in Chancery, exhibited against

*petition filed by J. C. Parsons in the Chan-
cery cause of Martha B. Goins against
Ira P. Robinett,*

And have then there this writ. Witness, H. C. T. Ewing, Clerk of our said Court, at the court-house, the 28th day of June 1909, and in the 133rd year of the Commonwealth.

H. C. T. Ewing, Clerk.

L. O. Parsons

SUBPOENA

vs.

IN CHANCERY.

Ira P. Robinett et al,

Pen. Bros, p. p.

To 2nd Aug. Rules,
Circuit Court.

1909
Executed by
Berdinga true
copy an I. P. Robinett
Harrison and
Martha B. Goins
Low Lawson met
in my Co.

Aug. 3, 1909

H. H. Bratherby L. J.
for L. B. Broodwater
S. S. C.

S. C. C. paid

The Commonwealth of Virginia, *Scott*

To the Sheriff of the County of *Lee*, Greeting:

WE COMMAND YOU, That you summon

Ina P. Robinett

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on

the *1st* Monday in *November*, 190*8*, to answer a bill in chancery exhibited against *him*

in our said Court by Martha Bledsoe
Goins

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *6th*

day of *Oct.*, 190*8*, and 1 *33*, year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk

, Clerk

Martha Bladen Loma

Shruff Cost
paid

VS

}

SUBPENA
IN
CHANCERY

Ira P. Robinson

Pen. Broc. p. q.

To 1st November Rules

Lee Circuit Court

1908.

Executed by
delivering a true
copy to the within
name, in my led.
Oct. 10 1908
W. H. Brather to W. D. S. for
C. C. Broodwater, S. D. Co.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU THAT YOU SUMMON

Margaret Johnson

at the Law office of R. L. Pennington in Jonesville, Va.,
to appear before the Judge of our Circuit Court of the County of Lee, at the court-house

thereof, on the *20th* day of *Novr*, 18*99*, to testify and the truth to say
in behalf of the _____, in a certain matter of controversy in our said court

before the said Judge depending and undetermined between *J. C. Parsons,*
Plaintiff, and

Ira P. Robinett, Defendant. And this *you*
shall in no wise omit, under the penalty of £100. And have then there this writ.

H. C. Ewing,
Witness, A. B. MUNSEY, Clerk of our said court, at the court-house the *12th* day of
Novr, 18*99*, and in the *34th* year of the Commonwealth.

H. C. Ewing, Clerk.

L. C. Parsons

vs.

SUBPOENA
FOR
WITNESS.

Ira P. Robinett

A. L. Pennington Court,
office,
the 20th day of Novr.

189

Margaret Johnson
I except the within
notice

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU That you summon

*Ira O. Robinson, Lou Lawson,
Harrison Goins and Martha B. Goins*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *July*, 190*9*, to answer a bill in Chancery, exhibited against ~~in our said court by~~

~~Petition~~ *petition filed by J. C. Parsons in
the Chancery cause of Martha B. Goins
against Ira O. Robinson*

And have then there this writ. Witness, H. C. T. Ewing, Clerk of our said Court, at the court-house, the *28th* day of *June*, 190*9*, and in the 13*3*^d year of the Commonwealth.

H. C. T. Ewing, Clerk.

I. C. Parsons

SUBPOENA

vs. }

IN CHANCERY.

Ira D. Robnett et al

Gerrington Bros., p. p.

To Sherrill July Rules,
Circuit Court.

1909.

Presented By Kelling
a true copy to
Jan Samson

This July 17 - 09

W. E. Glick

per W. E. Glick
150

Martha B. Gove

23. { In Chouen

Isa. Robert

The Globe Crushed Envelope
SIZE 10-1 1/2